

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF GEORGETOWN
AND
BRAZOS RIVER AUTHORITY**

This Interlocal Agreement between City of Georgetown and Brazos River Authority (“Agreement”) is made and entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as of the date last executed below (“Effective Date”) by and between the Brazos River Authority (“BRA”), a river authority of the State of Texas, and City of Georgetown (“City”), a home-rule municipality situated in Williamson County, Texas (collectively, the “Parties” and separately as “Party”).

RECITALS

WHEREAS, City and BRA recognize the potential for Aquifer Storage and Recovery (ASR) to meet the water resource needs of the City;

WHEREAS, ASR is a water resource strategy that has been included in the Region G State Water Plan for 2019;

WHEREAS, City has hired an engineering firm to prepare an ASR Assessment that will evaluate the feasibility of ASR in the Hosston formation in eastern Williamson County;

WHEREAS, the engineering firm shall assess the benefits, costs, and risks of developing and operating an ASR project for use by the City and others;

WHEREAS, BRA desires to participate in the ASR Assessment and is willing to fund the assessment up to a total amount not to exceed eighty-two thousand, five hundred dollars (\$82,500).

NOW, THEREFORE, based on the mutual promises contained herein, which constitute good and valuable consideration, the Parties agree as follows:

Section I. Agreement

1.1 Aquifer Storage and Recovery Assessment. City shall be solely responsible for conducting the Aquifer Storage and Recovery Assessment (“Assessment”), which shall be performed through the services of any engineering firm retained by City. The scope of the Assessment has been determined by City and BRA and shall include the following: 1) Initial ASR assessment including ASR objectives, available data, hydrogeologic review, water quality assessment, and pretreatment requirements; 2) Conceptual ASR development including planning level costs, alternative costing, and concept selection. City will coordinate with BRA regarding any scope modifications or future phases and shall provide BRA a copy of the Assessment upon completion.

1.2 Funding. Within thirty (30) days of City’s completion of the Assessment, BRA shall

reimburse City an amount not to exceed eighty-two thousand, five hundred dollars (\$82,500).

13 Liability. AS BETWEEN THE CITY AND BRA, THE CITY SHALL BE RESPONSIBLE FOR AND BEAR ANY AND ALL LIABILITY ASSOCIATED WITH CONDUCTING THE ASSESSMENT.

14 Term. This Agreement shall commence upon the Effective Date, and shall terminate August 31, 2020. This Agreement may only be extended upon a written amendment approved by both Parties. Any extensions shall be at the same terms and conditions, plus any approved changes.

15 Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice.

Section II. Miscellaneous Provisions

2.1 Entire Agreement. The terms and provisions of this Agreement contain the entire Agreement between the Parties with respect to the matters addressed above.

2.2 Severability. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be deemed to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

2.3 Amendments. No modification, addition, deletion, revision or other change to this Agreement shall be effective unless such change is reduced to writing and executed by both Parties.

2.4 Assignability: This Agreement shall bind the Parties and their legal successors, but shall otherwise not be assignable by the Parties without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

2.5 Governing Law. This Agreement shall be governed by the Constitution and law of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

2.6 Venue. Venue for any action arising hereunder shall be in Williamson County, Texas.

2.7 Third Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

2.8 Relationship of Parties. Neither the execution nor the delivery of this Agreement shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Agreement. Except as is expressly agreed to in writing in this Agreement, no Party (or any of its agents, officers or employees) has any power to assume or create any obligation on behalf of the other Party.

2.9 Notices. All notices, communications, invoices, bills and reports (unless otherwise provided by the terms of this Agreement) required under the Agreement shall be personally delivered or mailed to the respective Parties by certified mail, return receipt requested at the addresses shown below, unless and until either Party is otherwise notified in writing by the other Party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

4600 Cobbs Drive
Waco, Texas 76710

If intended for City, to:

P.O. Box 409
ATTN: Utility Director
Georgetown, TX 78627

2.10 Interpretation and Reliance. No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

2.11 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

By: _____
 DAVID COLLINSWORTH
Title: **GENERAL MANAGER/CEO**

Date: _____

CITY OF GEORGETOWN

By: _____
 Dale Ross
Title: Mayor

Date: _____

Attest:

By: _____
 Robyn Densmore
Title: City Secretary

Approved as to Form:

By: _____
 Charlie McNabb
Title: City Attorney